

IN WITNESS WHEREOF, the parties have caused this Charter, consisting of a Preamble, Parts I and II, to be executed in duplicate as of the day and year first above written.

Witness the signature of:

By: _____

Witness the signature of:

By: _____

discharge in a port (which), whenever first occurs. However, where delay is caused to a vessel getting in herth after giving notice of readiness for any reason over which charterer has no control, such delay shall not count as used laytime.

specified as anytime in part I shall be permitted the Charterer at lay time for loading and discharging cargo, but any delay due to the vessel's condition or breakdown in inability of the vessel's facilities in load or discharge cargo within the time allowed shall not count as lay time. If regulations of the Owner or port authorities prohibit loading or discharging of the cargo at night, time lost shall not count as used lay time; if the Charterer, shipper or consignee prohibits loading or discharging at night, time so lost shall count as used lay time. Time consumed by the vessel in moving from loading or discharging port anchorage to her loading or discharge berth, discharging ballast water or slims, will not count as used lay time.

account in a duly authorized and licensed bank at the place where the General Average statement is deposited.

loading or discharging cargo; however, the Owner shall be responsible for charges for such berth when unsoley for Vessel's purposes, such as awaiting Owner's orders, tank cleaning, repairs, etc, before, during or after loading or discharging.

13. (a) CARGOES EXCLUDED VAPOR PRESSURE. Cargo shall not be shipped which has a vapor pressure, alone, in excess of fifteen deadweight (1500) pounds, including attorney fees, or recovering the same, which Vessel shall continue after delivery of the cargo into the possession of the Charterer, or of the holders of any bills of lading covering the same, or of any stevedore.

22. AGENTS. The Owner shall appoint Vessel's agents at all ports.

23. FLASHT POINT. Cargo having a flash point under one hundred and fifteen degrees Fahrenheit (155°F) (closed cup) A.S.T.M. Method D-56 shall not be loaded or fighters but this clause shall not restrict the Charterer from loading or pumping off crude oil from vessels or barges inside or outside the bar at any port or place where bar conditions stipulated in Part I.

14. (a) ICE. In case port of loading or discharge should be inaccessible owing to ice, the Vessel shall direct her course according to Master's judgment, notifying by telegraph or radio, if available, the Charterer, shipper or consignee, who is bound to telegraph or radio orders for another port, which is free from ice and where there are facilities for the loading or reception of the cargo in bulk. The whole of the time occupied from the time the Vessel is diverted by reason of the ice until her arrival at an ice-free port of loading or discharge, as the case may be, shall be paid for by the Charterer at the demurrage rate stipulated in Part I.

(b) If on account of ice the Master considers it dangerous to enter or remain at any port of loading or discharging place for fear of the vessel being forced in or damaged, the Master shall communicate by telegraph or radio, if available, with the Charterer, shipper or consignee of the cargo, who shall telegraph or radio him in reply, giving orders to proceed to another port as per Clause 14 (a) where there is no danger of ice and where there are the necessary facilities for the loading or reception of the cargo in bulk, or to remain at the original port at their risk, and in either case Charterer to pay for the time that the Vessel may be delayed, at the demurrage rate stipulated in Part I.

15. TWO OR MORE PORTS COUNTING AS ONE. To the extent that the freight rate standard of reference specified in Part I F hereof provides for special groupings or combinations of ports or terminals, any two or more ports or terminals within each such grouping or combination shall count as one port for purposes of calculating freight and demurrage only, subject to the following conditionalities.

(a) Charterer shall pay freight at the highest rate payable under Part I F hereof for a voyage between the loading and discharge ports used by Charterer.

(b) All charges normally incurred by reason of using more than one berth shall be for Charterer's account as provided in Clause 9 hereof.

(c) Time consumed shifting between the ports or terminals within the particular grouping or combination shall not count as used laytime.

(d) Time consumed shifting between within one of the ports or terminals of the particular grouping or combination shall count as used laytime.

16. GENERAL CARGO. The Charterer shall not be permitted to ship any packaged goods or non-liquid bulk cargo of any kind on or after entering upon this Charterer is to consider only of liquid bulk cargo as specified in Clause 1.

17. (a) QUARANTINE. Should the Charterer send the Vessel to any port or place where a quarantine exists, any delay thereby caused to the Vessel shall count as used laytime, but should the quarantine not be declared until the Vessel is on passage to such port, the Charterer shall not be liable for any resulting delay.

(b) FUMIGATION. If the Vessel, prior to or after entering upon this Charterer, has docked or docks at any wharf which is not rat-free or fumigatory-free, she shall, before proceeding in a rat-free or fumigatory-free wharf, be fumigated by the Owner at his expense, except that if the Charterer ordered the Vessel to an infected wharf the Charterer shall bear the expense of fumigation.

18. CLEANING. The Owner shall clean the tanks, pipes and pumps of the Vessel to the satisfaction of the Charterer's Inspector. The Vessel shall not be responsible for any admixture if more than one quality of oil is shipped, nor for leakage, contamination or deterioration in quality of the cargo unless the admixture, leakage, contamination or deterioration results from (a) unseaworthiness existing at the time of loading or at the inception of the voyage, which was discoverable by the exercise of due diligence, or (b) error or fault of the servants of the Owner in the loading, care or discharge of the cargo.

19. GENERAL EXCISES CLAUSE. The Vessel, her Master and Owner shall not, unless otherwise in this Charter expressly provided, be responsible for any loss or damage, or delay or failure in performing hereunder, arising or resulting from:— any act,

vessels in distress, to deviate for the purpose of saving life or property or of landing any injured person on board, and to call for fuel at any port or place in or out of the regular course of the voyage. Any salvage shall be for the sole benefit of the Owner.

21. LIEN. The Owner shall have an absolute lien on the cargo for all freight, deadweight, demurrage and costs, including attorney fees, or recovering the same, which Vessel shall continue after delivery of the cargo into the possession of the Charterer, or of the holders of any bills of lading covering the same, or of any stevedore.

22. AGENTS. The Owner shall appoint Vessel's agents at all ports.

23. LIEN. Damages for breach of this Charter shall include all provable damages, and all costs of suit and attorney fees incurred in any action hereunder.

24. ARBITRATION. Any and all differences and disputes of whatsoever nature arising out of this Charter shall be put to arbitration in the City of New York or in the City of London whichever place is specified in Part I of this charter pursuant to the laws relating to arbitration there in force, before a board of three persons, consisting of one arbitrator to be appointed by the Owner, one by the Charterer, and one by the two so chosen. The decision of any two of the three on any point or points shall be final. Either party hereof may call for such arbitration by service upon any officer of the other, wherever he may be found, in a written notice specifying the name and address of the arbitrator chosen by the first moving party and a brief description of the dispute or differences which such party deems to put to arbitration. If the other party shall not, by notice served upon an officer of the first moving party within twenty days of such first notice, appoint its arbitrator to arbitrate the dispute or differences specified, then the first moving party shall have the right without further notice to appoint a second arbitrator, who shall be a disinterested person with precisely the same force and effect as if said second arbitrator had been appointed by the other party. In the event that the two arbitrators fail to appoint a third arbitrator within twenty days of the appointment of the second arbitrator, either arbitrator may apply to a Judge of any court of maritime jurisdiction in the city above mentioned for the appointment of a third arbitrator, and the appointment of such arbitrator by such Judge on such application shall have precisely the same force and effect as if such arbitrator had been appointed by the two arbitrators. Until such time as the arbitrators finally close the hearing either party shall have the right by written notice served on the arbitrators and on an officer of the other party to specify further disputes or differences under this Charter for hearing and determination. Awards made in pursuance to the clause may include costs, including a reasonable allowance for attorney's fees, and judgement may be entered upon any sword made hereunder in any Court having jurisdiction in the premises.

25. SURETY. Charterer shall have the right to submit the Vessel. However, Charterer shall always remain responsible for the fulfillment of this Charter in all its terms and conditions.

26. OIL POLLUTION CLAUSE. Owner agrees to participate in Char- gram covering oil pollution avoidance. Such program prohibits discharge over- oly water, oily ballast or oil in any form of a persistent nature, excepts under circumstances whereby the safety of the vessel, cargo or life at sea would be im- posed. Upon notice being given to the Owner that Oil Pollution Avoidance is required, the Owner will instruct the Master to retain on board the vessel all oil from consolidated tank washings, dirty ballast, etc., in one compartment, after separation of all possible water has taken place. All water separated to be discharged overboard. If the Charterer requires that demulsifiers shall be used for the separation of oil/water, such demulsifiers shall be obtained by the Owner and paid for by Charterer. The oil residues will be purged ashore at the loading or discharging terminal, either as segregated oil, dirty ballast or co-mingled with cargo as it is possible for Charterers to arrange. If it is necessary to retain the residue on board commingled or segregated from the cargo to be loaded, Charterers shall pay for any deadweight so incurred.

Should it be determined that the residue is to be commingled or segregated on board, the Master shall arrange that the quantity of tank washings be measured in conjunction with cargo suppliers and a note of the quantity measured made in the vessel's usage record. The Charterer agrees to pay freight as per the terms of the Charter Party on any consolidated tank washings, dirty ballast, etc., retained on board under Charterer's instructions during the loaded portion of the voyage up to a maximum of 1% of the total deadweight of the vessel. It could be legally carried for such voyage. Any extra expenses incurred by the vessel at loading or discharging port in pumping ashore oil residues shall be for Charterer's account, and extra time, if any, consumed for this operation shall count as used laytime.

BILL OF LADING

Shipped in apparent good order and condition by _____
on board the _____ Steamship
whereto _____ Motorship _____

is Master, at the port of _____

to be delivered at the port of _____
or so near thereto as the Vessel can safely get, always afloat, unto _____

or order on payment of freight at the rate of _____

contract _____
This shipment is carried under and pursuant to the terms of the charter dated New York/London _____ and _____
between _____ and _____
Charterer, and all the terms whatsoever of the said charter except the rate and payment of freight specified therein apply to and govern the rights of the parties concerned in this
shipment.

In witness whereof the Master has signed _____
of this tenor and date, one of which being accomplished, the others will be void.
Dated at _____ this _____ day of _____

Bills of Lading

Master

FPCC MARINE CLAUSE (98)

1. ELIGIBILITY CLAUSE

Owner warrants that the vessel shall, during the period covered by this Charter, be in full compliance with ISM Code if essential and/or all applicable international conventions, all applicable laws, regulations and/or other requirements of the country of the vessel's registry and of the countries and/or states of the port(s) and/or place(s) to which the vessel may be ordered hereunder.

Owner further warrants that the vessel shall have on board, during the subject period, all certificates, records or other documents required by aforesaid conventions, laws, regulations and/or requirements.

If any of the warranties stipulated in this clause are breached, any delay resulting therefrom shall not count as laytime or if the vessel is on demurrage, as time on demurrage and any expense attributable to such delay shall be for Owner's account.

2. QUESTIONNAIRE CLAUSE

It is an express condition precedent to the Charter that (1) The questionnaire 88 shall have been fully completed by the Owner or it's authorized representative, and (2) that Owner's responses to the questionnaire shall be subject to acceptance by the Charterer in it's sole discretion. Owner represents and warrants to Charterer the completeness and accuracy of all information and responses to the questionnaire, which representation and warranty shall be deemed reaffirmed when the vessel tenders Notice of Readiness at the load port. Charterer's acceptance of responses to the questionnaire shall not be deemed to be a waiver of any rights which Charterer may have. The completed questionnaire shall be deemed attached to and fully incorporated into the Charter.

3. OIL INSURANCE CLAUSE

It is a condition of this Charter that Owner has in place cover for oil pollution of upto the maximum available through the international group of P&I clubs and excess oil pollution cover available through Owner P&I club and/or first class market underwriters. If requested by Charterer, Owner shall immediately furnish to Charterer full and proper evidence of the coverage.

4. SPILL RESPONSIBILITY CLAUSE

Vessel shall take all necessary precautions to prevent spillage or leakage of cargo or bunkers. Prior to commencement of cargo or bunkering operations, vessel shall verify all appropriate overboard lines are closed securely, and shall complete the applicable oil transfer form in conjunction with the terminal or bunkering operator. Furthermore, any time there is any indication of spillage or leakage, vessel shall immediately cease related operations, notify all necessary authorities and involved personnel, conduct a thorough investigation, and complete appropriate action before resuming such operations.

5. DRUG AND ALCOHOL POLICY CLAUSE

Owner warrants that it has a policy on Drug and Alcohol Abuse Policy applicable to the vessel which meets or exceeds the standards in the Oil Companies International Marine Forum (OCIMF) Guidelines for the Control of Drugs and Alcohol Onboard Ships.

6. BERTH TIME CLAUSE

The vessel shall vacate the berth immediately after completion of discharge and hoses have been disconnected provided that proper documents are prepared, or within four hours before sunset following completion of discharge, whichever first occurs. If after hoses are disconnected vessel remains at berth solely for ship purposes, Owner will be responsible for any costs charged to Charterer by terminal, supplier or receivers. If vessel remains at Charterer owned facilities for its own purposes and costs are incurred by Charterer which can be documented and supported solely due to vessel remaining at berth, Owner will be responsible for all costs incurred.

7. ETA NOTICE CLAUSE

Owner/Master to give Charterer and MAI LIAO port agent ETA where applicable 7/5/4/3/2/1 days in advance MAI LIAO port. As soon as Owner has had all load/discharge ports nominated on the vessel, Owner to advise Charterer and MAI LIAO port agent of load/discharge port rotation, and the ETA Charterer's port. After having given the load/discharge rotation and ETA to Charterer, Owner then to advise Charterer and MAI LIAO port agent any change of rotation and any change of more than 24 hours of the given ETA.

8. RESPONSIBLE CARE CLAUSE

The Owner is fully committed to the principles of Responsible Care. The Owner acknowledges the importance of handling product in a manner that will ensure the safety of people and the protection of the environment. The Owner agrees they will use, handle, store, transport and dispose of product in accordance with all applicable laws and regulations.

9. PORT RESTRICTION CLAUSE ON BERTH W01 AND W02 (AS ATTACHED)

Owners warrant that they are fully aware of the physical and operational restrictions at MAI LIAO port, terminals and berths, and will abide by same. Possible restrictions include but are not limited to; physical limitation on the vessel draft, length, beam, displacement etc., and restrictions on night time cargo operations navigation and/or berthing. Any delay due to non-compliance with restrictions shall be for Owners account.

10. CLEAN BALLAST CLAUSE

Owner warrants that the vessel will arrive at port/area with clean ballast. Nothing, including clean ballast, can be discharged overboard in MAI LIAO port unless otherwise approved. Also Owner warrants that the vessel will comply with ballast water exchange policy of MAI LIAO port when required.

11.SHIP INSPECTION CLAUSE

The Harbor Management on behalf of Charterer shall have the right at any time, on reasonable notice, to inspect or survey the vessel with the master or his deputy for the purpose of ascertaining whether the vessel is being maintained and operated in accordance with the terms and conditions of the Charter provided they shall not disturb vessel's safe operation.

12.FITTINGS CLAUSE

- A) Owner warrants that all piping, valves, spools, reducers and other fittings comprising that portion of the vessel's manifold system outboard of the last fixed rigid support to the vessel's deck and are used in the transfer of cargo, bunkers or ballast, will be made of acceptable materials. The fixed rigid support for the manifold system must be designed to prevent both lateral and vertical movement of the manifold.
- B) Owner warrants that all piping, valves, fittings and reducers on the manifold system that are properly prepared in sizes as required and used in the transfer of cargo and ballast will be made of acceptable materials.

13.CLOSE LOADING/UNLOADING CLAUSE

Owner warrants that the vessel is equipped for and able to carry out closed loading and discharging operations in full compliance with International Safety Guide for Oil Tanker & Terminal (ISGOTT). Furthermore Owner warrants that the vessel has an operational closed ullage system available and is capable of venting vapors ashore during loading via single central vapor return line as required.

14.CONSIGNEE AGENCY CLAUSE

For strict safety management purpose, Owner agrees to appoint Formosa Plastics Maritime Corporation as their port agent in MAI LIAO Port.

15.BUNKERING CLAUSE

For strict safety management purpose, Owner warrants that the vessel shall comply with MAI LIAO Port Bunkering Procedure while bunkering in MAI LIAO Port.

16.VESSEL MAINTENANCE CLAUSE

For strict safety management purpose, any repairing work in MAI LIAO Port is prohibited unless specially permitted by MAI LIAO Port Authority and managed by Formosa Plastics Maritime Corporation. Violated vessel shall be fined.

17.CREW MEMBER SHORE WORK PERMIT CLAUSE

For strict safety management purpose, any shore work by crewmember in MAI LIAO Port is prohibited without shore work permit. Violated vessel shall be fined.

18. IGS CLAUSE

- A) Owner represents and warrants that vessel's Inert Gas System (IGS) is fully operational and that the vessel will arrive at port with cargo tanks inerted, and that cargo tanks will remain inerted throughout the voyage, including during loading and discharge, so that in no event shall cargo tanks have an oxygen content in excess of eight percent (8%) by volume.
- B) Master may be requested by terminal personnel or independent inspector(s) to breach the IGS for purposes of gauging, sampling, temperature measurement and/or measurement of the quantity of cargo remaining on board after discharge. Breach and depressurization of tanks for such purposes shall be allowed in accordance with the provisions of the most current/amended Inert Gas Systems for Oil Tankers publication issued by the International Maritime Organization (IMO IGS Publication).
- C) Owner further represents and warrants that should the IGS system fail, vessel shall strictly adhere to Emergency Procedures of the IMO IGS Publication.
- D) Charterer shall have the right to request depressurization under API guidelines of the tanks to allow measurements by designated inspectors, provided local regulatory agencies allow. All time for de-inerting/re-inerting shall be for Charterer's account. Any time lost due to vessel's improper operation of the inert gas system shall be for Owner's account. *Any time used solely for such gauging, sampling and measurement shall count as used laytime or, if the vessel is on demurrage, as time on demurrage.*

19. RECEIVING/PUMPING CLAUSE

The Owner warrants the vessel is capable of receiving the cargo at agreed rate and vessel's pumps are capable of discharging the cargo at agreed rate as described in the Charter Party against a back pressure of 100 psi at the ship's rail, provided shore facilities permit.

20. CRUDE OIL WASH CLAUSE

- A) Owner represents and warrants that the vessel is equipped for and is able to Crude Oil Wash (COW) all cargo tanks. Charterer may request COW of designated tanks. If Charterer requests COW and the vessel complies, the time above allowed for discharge shall be increased as agreed for COW of all cargo tanks, or pro rata for less than all cargo tanks.
- B) In the event of non-compliance with Charterer's request for COW, any measurable cargo, as determined by an independent petroleum inspector, remaining in designated tanks shall be deemed free flowing, pumpable liquid; and Charterer shall have the right to deduct from freight an amount equal to the FOB port of loading value of such cargo plus freight due with respect thereto.
- C) In the absence of specific instructions to the contrary, vessel will conduct COW of cargo tanks at discharge port simultaneously with cargo discharge operations in accordance with ICS/OCIMF Guidelines for tank washing with crude oil. Any additional time consumed as a result of crude oil washing up to a maximum of twelve (12) hours shall constitute used laytime.

count as laytime or, if the Vessel is on demurrage, time on demurrage. Subject to Owners exercising due diligence in carrying out such an operation, Charterers hereby indemnify Owners for any cargo loss or contamination directly resulting from this requirement.

5. PUMPING

Owner warrants that excluding normal stripping (Max. 3 hours) Vessel is capable of discharging her entire cargo within 24 hours or maintaining an average minimum pressure 100 pounds per square inch at Vessel's manifold throughout discharge, if Vessel fails to maintain this discharge rate, Charterer shall not be responsible for any demurrage caused by such failure. Should it become necessary to withdraw Vessel from the berth because of its failure to maintain the discharge rate or maintain the aforesaid Manifold Pressure, all time and expenses directly incurred are to be for Owner's account. With respect to claims made in accordance with Pumping Clause, it is understood that the capabilities of shore facilities to receive cargo will be taken into account when assessing pumping performance. The Terminal shall have the right to gauge discharge pressure at the Vessel's manifold.

~~Should pumping time exceed above warranted hours Charterer shall have the right to withdraw Vessel at any time from buoy/berth so as to avoid waiting/demurrage incurred to other Vessels, and all time and expenses thereafter directly incurred shall be for Owner's account.~~

6. LAYCAN

time to count from all fast

In the event the vessel is berthed before commencement of laydays with Charterers' prior consent the ~~period of time between the time berthing (all fast) and the time of commencement of laydays, shall be added to the total laytime as defined in Part I of the Charter Party.~~

In the event the vessel is delayed and berthed after the canceling date without Charter Party cancelled by the Charterers, the laytime used shall start to count from ~~the~~ all fast ~~time vessel commences loading or 48 hours after NOR is tendered whichever is earlier.~~

7. CARGO RETENTION

In the event that any liquid, pumpable and reachable by Vessel's fixed equipment in good working conditions cargo remains on board upon completion of discharge, Charterer shall have the right to ~~claim from owner~~ deduct ~~from freight~~ an amount equal to the FOB port of loading value of such cargo ~~plus freight~~ due with respect thereto as determined by an independent surveyor who shall be based in Taiwan and experienced in tanker discharge at Taiwanese ports. The independent surveyor shall be mutually appointed by Owner and Charterer and the parties agree that the independent surveyor shall be instructed to be on board the vessel prior to commencement of discharge and costs to be shared 50/50.

Charterer's failure to exercise its rights under this clause shall be without prejudice to any of its rights and obligations under this Charter. If Owners are liable to any third party in respect of failure to discharge such pumpable cargo, or any part thereof. Charterer shall indemnify Owners against such liability up to the total amount deducted under this clause.

8. IGS FPCC IGS CLAUSE TO APPLY

~~Owner warrants that Vessel has a working Inert Gas System and officers and Crew are experienced in the operation of the system. Owner further warrants Vessel to arrive load port with cargo tanks inerted and those tanks will remain inerted throughout the voyage and during discharge.~~

~~Owner agrees to comply with applicable port and terminal~~

~~regulations. And in the event Master is required by terminal personnel or independent inspectors to breach the Inert Gas System for the purposes of gauging, sampling, temperature determination or determining the quantity of cargo remaining on board after discharging. Master shall comply with those requests consistent with safe operation of the Vessel and regulations of the port. Any time used for these activities shall count as laytime or, if the Vessel is on demurrage, as demurrage.~~

~~Any delay due to malfunction of the IGS system and time lost due to noncompliance with this clause shall not count as laytime or as demurrage if the vessel is on demurrage.~~

9. COW

~~Upon Master request for crude oil washed (COW) and provided that Vessel COW records of the last three months has been presented to mooring master as soon as Vessel arriving discharge port. Charterer agree that the Vessel may conduct COW concurrently with discharge of cargo to the MARPOL minimum standard. The Master shall provide a crude washing log identifying each tank washed.~~

~~In the event of COW the total Laytime and pumping hours specified in the Pumping clause of this Charter Party shall be increased by ten (10) hours.~~

~~Any delay due to malfunction of the COW System shall not count as laytime or as demurrage, if the Vessel is on demurrage.~~

10. WAR RISK

SEE RECAP.

~~Any increase of hull and machinery war risk premiums over and above those in affect on the date of this Charter Party will be for Charterer's account and payable against proven documentation. Any premiums, or increases thereto, attributable to closure (i.e., blocking and trapping)~~

insurance shall be for Owner's account.

Surcharges, which are in effect on the date of this Charter Party, are for Owner's account.

War Risk Additional Premium (W.R.A.P.) for the first seven (7) days for Owner's account. Any increase in W.R.A.P. for the first 7 days and/or any W.R.A.P. after the first 7 days to be for Charterer's account and payable against proven documentation. The first 7 days referred to herein shall commence when the vessel enters a war risk zone as designated by the London insurance market (Joint War Committee) and cease when the vessel leaves such zone. If the vessel is already in such a zone the period shall commence on tendering NOR under this Charter.

11. WS FLAT RATE

~~Worldscale flat rate applied in this Charter Party shall be always based on the most economical route from load port(s) to discharge port(s) as recommended in The Preamble Part A of WORLDSCALE by Worldscale Associations.~~

~~Therefore. The Worldscale Flat Rates via Malacca Strait shall be applied to the voyages which involve loading in Middle East Area, i.e. Arabian Gulf, Arabian Sea, Red Sea, Gulf of Oman and Gulf of Aden, etc., regardless the actual route chosen by Owners/Master to perform the voyage.~~

~~If the voyage concerned is from West Africa, North Sea or North West Europe etc. to Far East the Worldscale flat rate via Sunda Strait and Cape of Good Hope shall be applied regardless the actual route chosen by Owners/Master to perform the voyage.~~

12. ITOPF AND POLLUTION INSURANCE

Owners warrant that:

1. The vessel is a tanker owned by a member of the International Tanker Owners Pollution Federation (ITOPF) Limited and will so remain throughout the Charter party, and
2. The vessel carries on board a valid certificate of insurance as described in the 1969 Civil Liability Convention for oil pollution or 1992 Protocols to the same (as and when in force), and
3. The vessel is entered in and shall remain for the duration of this Charter Party a P and I Club, which is the member of the International Group of P and I Clubs, and
4. The vessel has in place insurance cover for oil pollution in an amount of no less than the standard oil pollution cover (currently USD 500 Million) plus additional cover (USD 200 Million) available under the rules of the International Group of P and I Clubs.

TOTAL ONE BILLION

The name of P and I Club must be disclosed to Charterers at time of offer. Otherwise Charterers shall have the right to cancel the fixture if vessel's P and I Clubs and/or oil pollution insurance be found unacceptable after date of the fixture. If requested by Charterers, Owners shall immediately furnish to Charterers full and proper evidence of the coverage as per above sub-paragraph 4.

13. OVER AGE INSURANCE

~~Any average insurance to be for charterer's account.
Any additional premiums on the cargo required because of the
age of the Vessel shall be for Owner's account, and Charterer
shall be entitled to deduct the cost of any such additional
premium (with supporting document) from freight payment.~~

14. DELAYS

Delays to the vessel such as awaiting tide, or daylight, or

pilot shall not count as laytime or time on demurrage.

15. B/L INDEMNITY

If original Bill of lading is not available at the discharging port, Charterer or its Agent shall issue a telex or an E-mail Letter of Indemnity per Owner's P and I Club wording and no bank guarantee is required. The parties agree that if all original Bills of Lading are presented to the Master or Vessel's agent. Charterer shall not be required to issue a Letter of Indemnity or bank guarantee whether or not the Vessel is discharging at the port named as discharging port in the Bills of Lading.

16. WEATHER AND FORCE MAJEURE

SEE RECAP

Contract L/C/AM/03
C/L/AM/03

~~Delays in berthing for loading or discharging and any delays after berthing which are due to weather or sea conditions, act of God, act of war, labor dispute, riot, civil commotion; shall count as one-half laytime or, if on demurrage, at one-half demurrage rate. If Sha-Lung discharge, laytime or demurrage, as the case maybe, to count in full after three (3) days waiting, weather/sea conditions permitting or not.~~

17. SHIFTING

Time and expenses for shifting from anchorage to first berth and from last berth, to sea to be for Owner's account.

If more than one berth at load at discharge ports is used, shifting time and expenses to be charged as per the following conditions, unless otherwise stipulated in the printed clauses:

- (1) For Vessel's reason, all shifting time and expenses, if any, to be for Owner's account.
- (2) For Charterer/terminal's reason, all shifting expenses to be for Charterer's account, all time to count as laytime,

as demurrage if vessel on demurrage.

(3) For reasons of weather, all shifting expenses to be split 50/50 by Charterers/Owners, all time to count as one-half laytime, as one-half demurrage if vessel on demurrage, except for Sha-Lung discharge, where time to count as per clause 16 "Weather and Force Majeure"

18. RAILED PLATFORM AT BOW

~~For terminal working people's safety reason, Owner warrants that the Vessel is equipped with railed platform at Bow.~~

19. ELIGIBILITY AND COMPLIANCE

~~TO THE BEST OF OWNER'S KNOWLEDGE~~
Owner warrants that the Vessel is in all respects eligible for trading within, to and from the ports and places specified in Part I (C) and (D); that she shall be in full compliance with all applicable international conventions, all applicable laws and regulations for trading to those locations, and that she shall have on board for inspection by the appropriate authorities all certificates, records, compliance letters and other documents required for such service.

Any delays, losses, expenses or damages arising as a result of failure to comply with this clause shall be for Owner's account and charterer shall not be liable for any demurrage for delay caused by Vessel's failure to comply with the foregoing warranties.

In the interest of safety, Owners will recommend that the Master observe the recommendations as to traffic separation and routing, which are issued from time to time by the International Maritime Organization (IMO) or as promulgated by the State of the flag of the Vessel or the State in which the effective management of the Vessel is exercised.

20 CPC MOORING CREW ACCOMMODATION

During the discharging operation via Single Buoy of Mooring (SBM) at Kaohsiung and/or Sha-lung, Taiwan. Charterers shall have the option-at their own risk and expense, to send a mooring team up to 6 persons onboard the Vessel to perform the operation of connecting/disconnecting of mooring chains, cargo hose etc. This mooring team shall stand-by onboard during the time that the Vessel is moored to SBM without interfering vessel's normal operation.

Owner shall instruct the Vessel to provide rooms as accommodation of the team for their staying overnight at no cost of room for Charterers' account. Owner will do best endeavor to co-operate on this accommodation.

21. ISM CODE COMPLIANCE CLAUSE

- (a) Owner warrants Vessel compliance with the International Safety Management (ISM) Code.
- (b) Upon request, Owner shall provide Charterer with copies of Document of Compliance (DOC) of the Company (as defined by the ISM code) and Vessel's Safety Management System Certificate (SMSC).
- (c) Any loss, damage or expense attributable to Vessel's non-compliance with the ISM Code, and /or to Owner's failure to respond (or delay in responding) to Charterer's request for the foregoing certificates, shall be for Owner's account. And any delays, to the extent arising from such non-compliance or failure/delay in responding, shall not count as laytime or if Vessel is on demurrage, as time on demurrage.
- (d) Notwithstanding the foregoing, should Owner fail to provide Charterer with copies of vessel's DOC and/or SMSC, within such time frame as Charterer may, in its sole discretion, specified in writing, Charterer shall be entitled to cancel this Charter at any time prior to commencement of loading at the first load port, without

any Liability whatsoever upon written notice to Owner. Failure to cancel shall not prejudice Charterer's rights and Owner's responsibilities or liabilities under any of the preceding sub-clauses, or under any other provision of this Charter. Cancellation shall be without prejudice to any claims Charterer may have for any resulting loss, damages or expenses.

22. SHELL YEAR 2000 AWARENESS CLAUSE

~~Owner hereby warrants that they shall comply with all procedure requirements of whatsoever nature imposed by insurers. Whether Hull and Machinery, War Risk, P&I, excess oil pollution or any others in order to maintain usual coverage for loss, damage, liability or expense directly or indirectly caused by or in any way in consequence of:~~

- ~~(1) The failure or anticipated failure or inability of any computer system, software, hardware, integrated circuit, microchip, operating system and/or any other electronic device or component, whether or not belonging to or in possession of Owners or of any third party, correctly, unambiguously or completely to assign, exchange, interpret manipulate, process recognize, sequence or transfer any time, date or date-like code, date or information;~~
- ~~(2) Any implemented or attempted change or modification or test of any computer system, software, hardware, integrated circuit, microchip, operating system and/or any other electronic device or component, whether or not belonging to or in possession of Owners or of any third party, in anticipation of or in response to any change of year, date or time, or any advice given or services performed in connection with any such change or modification;~~
- ~~(3) Any non-use or unavailability for use of any property~~

~~or equipment at any kind whatsoever resulting from any act, failure to act or decision of Owners or of any third party related to (1) and/or (2) above.~~